

**SAN ANTONIO WATER SYSTEM
WATER SYSTEM CONSTRUCTION**

Addendum No. 2

To Specifications For
2013 Concrete Placement Work Order Construction Contract
SAWS Job No. 13-0114 (O&M)
Solicitation No. B-13-033-RA

To Bidder of Record:

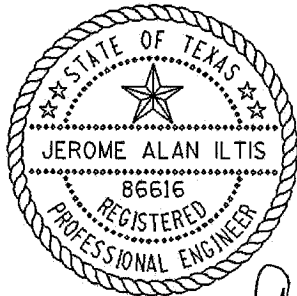
This addendum, applicable to the work associated with the above referenced Contract, is an amendment to the bidding documents and as such shall be a part of and included in the Contract. The original contract documents and any prior addenda remain in full force except as modified by the following, which shall take precedence over any contrary provisions in prior documents.

General Conditions:

Add the attached Supplemental Condition regarding equipment rental rates.

Proposal Certification:

Replace the Proposal Certification with the attached Proposal Certification.



Jerome A. Iltis
5/22/13

Jerome A. Iltis

Jerome A. Iltis, P.E.
San Antonio Water System

The undersigned acknowledges receipt of this Addendum No. 1 and the bid submitted herewith is in accordance with the information and stipulation set forth.

Date

Signature of Bidder

END OF ADDENDUM

Supplemental Condition

Article VI- Contract Changes

Section 6.5.4.4 of the General Conditions shall be supplemented as follows:

Equipment: For Contractor-owned machinery, trucks, power tools or other equipment, necessary for use on Change Order work, the Rental Rate Blue Book for Construction Equipment (hereafter referred to as “Blue Book”) rate, as modified by the following, will be used to establish Contractor’s allowable hourly rental rates. Equipment used shall be at the rates in effect for each section of the Blue Book at the time of use. The following formula shall be used to compute the hourly rates:

$$H = \frac{M \times R1 \times R2}{176} + OP$$

176

Where H = Hourly Rate

M = Monthly Rate

R1 = Rate Adjustment Factor

R2 = Regional Adjustment Factor

OP = Operating Costs

If Contractor-owned machinery and/or equipment is not available and equipment is rented from an outside source, the hourly rate shall be established by dividing the actual invoice cost by the actual number of hours the equipment is involved in the Work. Owner reserves the right to limit the hourly rate to comparable Blue Book rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs and servicing, the Blue Book hourly operating cost shall be allowed to be added for each hour the equipment operates. The allowable equipment hourly rates shall be paid for each hour that the equipment is involved in the Work and an additional maximum of fifteen percent (15%) may be added as compensation.

The remaining sections of Article VI shall remain the same.

PROPOSAL CERTIFICATION

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check on a State or National Bank payable to the Order of the San Antonio Water System for _____ dollars (\$_____), which amount represents five percent (5%) of the total bid price. Said bond or check is to be returned to the bidder unless the proposal is accepted and the bidder fails to execute and file a contract within 10 calendar days after the award of the Contract, in which case the check shall become the property of said San Antonio Water System, and shall be considered as payment for damages due to delay and other inconveniences suffered by said San Antonio Water System due to the failure of the bidder to execute the contract. The San Antonio Water System reserves the right to reject any and all bids.

It is anticipated that the Owner will act on this proposal within 60 calendar days after the bid opening. Upon acceptance and award of the contract to the undersigned by the Owner, the undersigned shall execute standard San Antonio Water System Contract Documents and make Performance and Payment Bonds for the full amount of the contract within 10 calendar days after the award of the Contract to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and the guarantee period stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

It is anticipated that the Owner will provide written Authorization to Proceed within 30 days after the award of the Contract.

The work called for in this Contract shall commence on the date indicated in the SAWS written Authorization to Proceed Under no circumstances shall the work commence prior to the date provided for in the SAWS issued, written Authorization to Proceed. Work shall be completed in full within ____ consecutive calendar days.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

The undersigned further acknowledges compliance with "Wage and Labor Standard Provisions" of this contract and the use of the Blue Book rental rates for establishment of equipment rental rates whether owned or leased during the course of this Contract.

In completing the work contained in this proposal the undersigned certifies that bidder's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin and that the bidder will affirmatively cooperate in the implementation of these policies and practices.

Signed: _____
Company Representative

Company Name

Address

Please return bidder's check to:

Company Name

Address